EXHIBIT A

SUPERIOR COURT OF THE STATE OF NEW JERSEY
COUNTY OF BERGEN

CLARA G. ROSA, Individually, and on behalf of all other similarly situated persons, Plaintiff,	INDEX NO. L-5442-16 DATE PURCHASED: JULY 12, 2016
- against -	**SUMMONS**
	Plaintiff designates the County of Bergen as the place for trial.
PRESSLER & PRESSLER LLP, and NEW CENTURY FINANCIAL SERVICES, INC.	Venue is based upon the locus of the cause of action herein at issue.
Defendant.	

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New Jersey); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief as demanded in the complaint. The nature of this action is negligence. The relief sought is damages. Upon your failure to appear, judgment will be taken against you by default together with the costs of this action.

Dated: August 2, 2016
Newark, New Jersey

Daniel Zemel, Esq. #111402014
Zemel Law LLC
70 Clinton Ave. Suite 3
Newark, NJ 07114
dz@zemellawllc.com
Attorneys for Plaintiff

TO: PRESSLER & PRESSLER LLP
7 Entin Rd.
Parsippany, NJ 07054

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 527-2600
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 25, 2016
RE: ROSA VS PRESSLER & PRESSLER LLP
DOCKET: BER L -005442 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ROBERT C. WILSON

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002 AT: (201) 527-2600.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: DANIEL ZEMEL
DANIEL ZEMEL
70 CLINTON AVE FL3
NEWARK NJ 07114

JUBSWI1

Daniel Zemel ID# 111402014
Zemel Law LLC
70 Clinton Ave. Suite 3
Newark, NJ 07114
T:862-227-3106
Attorneys for Plaintiff

Fred M. Zemel ID# 037161986
The Zemel Law Firm
70 Clinton Ave.
Newark, NJ 07114
T:973-622-5297
Attorneys for Plaintiff

SUPERIOR COURT BERGEN COUNTY
FILED

JUL 12 2016

DEPUTY CLERK

CLARA G. ROSA, Individually, and on behalf of all other similarly situated persons, Plaintiff, vs. PRESSLER & PRESSLER, LLP. and NEW CENTURY FINANCIAL SERVICES, INC. Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY Case No.: L-5442-16 Civil Action CLASS ACTION COMPLAINT

Plaintiff, Clara G. Rosa, individually and on behalf of all other similarly situated persons, (hereinafter "Plaintiff" or "Rosa"), through undersigned counsel, hereby alleges against Pressler & Pressler, LLP, (hereinafter "Pressler"), and New Century Financial Services, Inc., (hereinafter "NCFS") (hereinafter collectively referred to as "Defendants"), as follows:

PRELIMINARY STATEMENT

1. This is an action for damages arising from Pressler's violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

JURSIDICTION AND VENUE

2. Plaintiff is domiciled in Bergen County. Further, the cause of action arose from letters received in Bergen County. As such, this Court has jurisdiction and venue over this action pursuant to R. 6:1-3.

PARTIES

3. Plaintiff is a natural person, who at all relevant times has resided in Englewood, New Jersey, 07631.

4. Pressler is a law firm specializing in debt collection. Pressler's corporate address is 7 Entin Rd. Parsippany, New Jersey 07054. Pressler is a debt collector as that term is used and defined under 15 U.S.C. § 1692a.

5. NCFS is a New Jersey corporation that purchases and sells debt. NCFS's sole purpose is facilitating the collection of debt. Therefore, NCFS is a debt collector as that term is used and defined under 15 U.S.C. § 1692a. NCFS's corporate address is 10 S Jefferson Rd # 104, Whippany, NJ 07981.

FACTUAL STATEMENT

6. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 5 above and incorporates them as if set forth specifically herein.

7. Pressler is known as a "debt collection mill" within the industry.

8. It frequently pursues judgments against unsuspecting consumers by relying on scant or non-existent evidence.

9. Pressler's attorneys often spend less than 30 seconds reviewing documents before choosing to file suit.

10. These actions naturally clog up our judicial system and present a negative perspective on the entire debt collection industry as a whole.

11. According to CFPB Director Richard Cordray "For years, Pressler & Pressler churned out one lawsuit after another to collect debts for New Century that were not verified and might not exist."

12. After investigation by the CFPB into Pressler's practices, the Bureau levied a $1 million dollar fine for consumer law violations.

13. The CFPB investigation also found NCFS to have filed law suits without proper investigation as to nature of the debt. NCFS was required to pay a fine of $1.5 million dollars.

14. The CFPB's reprimand and fine has not stopped Pressler or NCFS from engaging in illegal practices.

15. On or about July 2, 2008, Pressler received a judgment against Rosa for an alleged bill stemming from credit card debt.

16. The owner of that debt at the time of suit, and presumably at present, is NCFS.

17. In attempt to collect said debt, on June 24, 2016 Pressler sent Rosa an information subpoena. Exhibit A.

18. Credit card debt has long been considered a "debt" as that term is used and defined under the FDCPA.

19. Pressler's letter containing the information subpoena constituted a "communication" as defined by FDCPA § 1692a(2).

20. Pressler's letter containing the information subpoena conveyed information regarding the alleged debt directly or indirectly to Rosa.

21. The information subpoena did not contain the Mini Miranda language: "This is an attempt to collect and any information obtained will be used for that purpose," as required by the FDCPA.

22. Upon information and belief, the subpoena sent to Rosa is the same subpoena which Pressler sends to all consumers in attempt to collect a debt after Pressler has received a judgment for its clients.

23. Rosa has suffered a concrete and particularized injury in that Pressler has violated a clearly established right established by the FDCPA for the consumer to be made aware that the letter is an attempt to collect a debt. As a debt collector, Congress has specifically placed a responsibility upon all debt collectors to inform the consumer that the communication is from a debt collector in attempt to collect a debt. As enunciated in *Spokeo*, "Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before." *Spokeo, Inc. v. Robin*, 136 S. Ct. 1540, 1549 (May 16, 2016) (*quoting Lujan v. Defenders of Wildlife*, 504 U.S. 555, 578 (1992)). Thus, the violation of Rosa's rights presents an injury-in-fact.

24. The principles of NCFS and Pressler are brothers. Upon information and belief, the two corporations work together hand in hand to secure and collect on debt. Upon information and belief, Pressler, as the law firm of the relationship, is directly controlled by NCFS, the debt owner of the relationship. Upon information and belief, as a "client" of Pressler, NCFS has the right to control Pressler in its collection attempts. Further, from the relationship of the two, it is clear that Pressler consents to act on behalf of NCFS, to accomplish the goal of collecting debt. Therefore, vicarious liability applies to NCFS for the actions of Pressler.

25. Under the Truth in Consumer Contract Warranty and Notice Act ("TCCWNA"), no creditor or bailee is allowed to place a written notice or sign which violates the rights of any consumer or the responsibilities of any creditor or bailee, or any federal law.

26. Pressler is a bailee in that it is temporarily holding the debt on behalf of NCFS to conduct collection efforts. By violating the FDCPA in a notice or sign to Rosa, Pressler has violated the TCCWNA.

27. NCFS is the creditor, and through the actions of its agent, it has violated the FDCPA, and therefore it has also violated the TCCWNA

CLASS ACTION ALLEGATIONS

The Class

28. Plaintiff brings this as a class action pursuant to New Jersey Court Rule 4:32 on behalf of herself and all others similarly situated who have received similar debt collection communications from Pressler, which, as alleged herein, are in violation of the FDCPA and TCCWNA.

29. The class is defined as follows:

> **All consumers that have received the same or substantially similar communications from from Pressler, concerning debts used primarily for personal, household, or family purposes within six years prior to filing of this complaint which fail to provide the Mini Miranda.**

30. Excluded from the Class is Pressler herein, and any person, firm, trust, corporation, or other entity related to or affiliated with the defendant, including, without limitation, persons who are officers, directors, employees, associates or partners of Pressler.

Numerosity

31. Upon information and belief, Pressler has sent hundreds if not thousands of similar communications to consumer debtors throughout the United States, each of which violates the

FDCPA and the TCCWNA. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

32. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's records.

Common Questions of Law and Fact

33. There are questions of law and fact common to the class that predominates over any questions affecting only individual Class members. These common questions of law and fact include, without limitation: (i) Whether Defendant violated the FDCPA and TCCWNA; (ii) Whether Plaintiff and the Class have been injured by Defendant's conduct; (iii) Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing and, if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; (iv) Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief; and, (v) Whether Defendant's conduct was willful.

Typicality

34. Plaintiff's claims are typical of the claims of the Class, and Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.

Protecting the Interests of the Class Members

35. Plaintiff will fairly and adequately represent the Class members' interests, in that the Plaintiff's counsel is experienced and, further, anticipates no impediments in the pursuit and maintenance of the class action as sought herein.

Proceeding Via Class Action is Superior and Advisable

36. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted.

37. The members of the Class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action.

38. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties.

39. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

40. Absent a class action, the Class members will continue to suffer losses borne from Defendants breaches of Class members' statutorily protected rights as well as monetary damages, thus allowing and enabling: (a) Defendants conduct to proceed and; (b) Defendants to further enjoy the benefit of its ill-gotten gains.

41. Defendants have acted, and will act, on grounds generally applicable to the entire Class, thereby making appropriate a final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692 *et seq*
BY PRESSLER AND NCFS

42. Plaintiff repeats, realleges, and reincorporates the allegations contained in the paragraphs above and incorporates them as if set forth specifically herein.

43. Pressler's failure to provide the Mini Miranda violates the below provisions of the FDCPA.

44. Section 1692e provides:

> **§ 1692e. False or misleading representations**
>
> **(11) The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.**

45. Section 1692f provides:

> **§ 1692f. Unfair Practices**
>
> **A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.**

46. NCFS is the principle of Pressler and it is therefore vicariously liable for Pressler's actions.

COUNT II
VIOLATION OF TRUTH IN CONSUMER CONTRACT, WARRANTY AND NOTICE ACT N.J.S.A. 56:12-15
BY PRESSLER AND NCFS

47. Plaintiff repeats, realleges, and reincorporates the allegations contained in the paragraphs above and incorporates them as if set forth specifically herein.

48. N.J.S.A. 56:12-15 states:

> No seller, lessor, creditor, lender or bailee shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign after the effective date of this act which includes any provision that violates any clearly

established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.

49. Pressler is a bailee.

50. Pressler provided Plaintiff with a written notice or sign by sending its communication to Plaintiff.

51. By failing to place required provisions within said notice or sign, Pressler violated the FDCPA.

52. NCFS is the creditor of Rosa's debt. Through the acts of its agent, Rosa's FDCPA rights were violated. Therefore, NCFS is vicariously liable for Pressler's violations.

53. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff, Clara G. Rosa, respectfully requests that this Court do the following for the benefit of Plaintiff:

a. Enter an Order declaring Defendants actions, as described above, in violation of the FDCPA and TCCWNA;

b. Appoint Plaintiff as the Class Representative, and appoint Plaintiff's Counsel as Lead Counsel for the Class;

c. Enter a judgment against Defendants for statutory damages, pursuant to 15 U.S.C. § 1692k and N.J.S.A. 56:12-17;

d. Award costs and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1692k and N.J.S.A. 56:12-17; and

e. Grant such other and further relief as may be just and proper.

Dated: July 15, 2016
Newark, New Jersey

JURY DEMAND

Plaintiff's do hereby pray and demand that this Court allow and permit a Jury Trial as to all legal and factual issues giving rise to the within complaint.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Daniel Zemel and Fred M. Zemel Esq., as Trial Counsel pursuant to Rule 4:25-4.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

CERTIFICATION PURSUANT TO R.4:5-1

The undersigned certifies that the matter in controversy is not the subject matter of any other action, and not the subject matter of any pending or anticipated arbitration proceeding, and that to the best of my knowledge all known parties have been joined as party litigants.

Additionally, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this certification.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

CERTIFICATION PURSUANT TO R.1:38-7

I Certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R.1:38-7(a).

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to Rule 4:1-2 (b), demand is made that Defendant, disclose to Plaintiff's attorney, whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all judgment which may be entered in this action or indemnify or reimburse for payment made to satisfy the judgment and provide Plaintiff's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover only primary coverage, but also any and all excess, catastrophe and umbrella policies.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

EXHIBIT A

PRESSLER and PRESSLER, LLP
COUNSELLORS AT LAW
7 Entin Rd.
Parsippany, NJ 07054-5020
1-973-753-5100 Ext 5105

P&P# R142072

IMPORTANT NOTICE - PLEASE READ CAREFULLY

INFORMATION SUBPOENA AND WRITTEN QUESTIONS

FAILURE TO COMPLY WITH THIS INFORMATION SUBPOENA
MAY RESULT IN YOUR ARREST AND INCARCERATION

NEW CENTURY FINANCIAL SERVICES, INC.

Plaintiff(s)

-vs-

CLARA ROSA

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN Special Civil Part
DOCKET NO. DC-010541-08

Civil Action

INFORMATION SUBPOENA

THE STATE OF NEW JERSEY, to: CLARA ROSA

JUDGMENT has been entered against you in the Superior Court of New Jersey, Law Division, BERGEN Special Civil Part, on July 2, 2008, in the amount of $800.50 plus costs, of which $904.04 together with interest from July 2, 2008, remains due and unpaid.

Attached to this Information Subpoena is a list of questions that court rules require you to answer within 14 days from the date you receive this subpoena. If you do not answer the attached questions within the time required, the opposing party may ask the court to conduct a hearing in order to determine if you should be held in contempt. You will be compelled to appear at the hearing and explain your reasons for your failure to answer.

If this judgment has resulted from a default, you may have the right to have this default judgment vacated by making an appropriate motion to the court. Contact an attorney or the clerk of the court for information on making such a motion. Even if you dispute the judgment you must answer all of the attached questions.

You must answer each question giving complete answers, attaching additional pages if necessary. False or misleading answers may subject you to punishment by the court. However, you need not provide information concerning the income and assets of others living in your household unless you have a financial interest in the assets or income. Be sure to sign and date your answers and return them to the address in the upper left hand corner within 14 days.

Dated: 06/24/16

s/Daniel E. Schlossberg
Daniel E. Schlossberg
Attorney for Plaintiff

s/MICHELE M. SMITH
MICHELE M. SMITH
Clerk

CLARA ROSA
221 WILLIAM ST RM 2-7
ENGLEWOOD, NJ 076314006

Court Docket # DC 010541-08 B & P File # K143077

1. Full Name ______
2. Address ______
3. Birthdate ___/___/___
4. Social Security # ___-___-___
5. Driver's License # ______ Exp Date ______
6. Telephone Number ( ) ______
7. Full name & address of your employer ______
   (a) Your weekly salary: Gross ______ Net ______
   (b) If not presently employed, name & address of last employer ______
8. Is there currently a wage execution on your salary?
   Yes ______ No ______
9. List the names, addresses and account numbers of all bank accounts on which your name appears.
   Bank   Address   Acct#
10. If you receive money from any of the following sources, list the amount, how often, and the name and address of the source:

Type	Amount & Frequency	Name & Addr of Source
Alimony		
Loan Pymts		
Rental Income		
Pension		
Bank Interest		
Stock Dividends		
Other		

11. Do you receive any of the following, which are exempt from levy? Any levy on disclosed exempt funds may result in monetary penalties including reimbursement of the debtor's out-of-pocket expenses.

Social Security Benefits	Yes___	Amount Per Month______	No___
SSI Benefits	Yes___	Amount Per Month______	No___
Welfare Benefits	Yes___	Amount Per Month______	No___
VA Benefits	Yes___	Amount Per Month______	No___
Unemployment Benefits	Yes___	Amount Per Month______	No___
Worker's Compensation Benefits	Yes___	Amount Per Month______	No___
Child Support Benefits	Yes___	Amount Per Month______	No___

Attach copies of the three most recent bank statements for each account listed in question 9 that contain funds from these sources.

12. Do you own the property where you reside?
    Yes ____ No ____ If yes, state the following:
    (a) Name of the owners ______
    (b) Date property was purchased ______ (c) Purchase price ______
    (d) Name and address of mortgage holder ______
    (e) Balance due on mortgage ______
13. Do you own any other real estate?
    Yes ____ No ____ If yes, state the following for each property
    (a) Address of property ______
    (b) Date property was purchased ______ (c) Purchase price ______
    (d) Name and address of all owners ______
    (e) Name and address of mortgage holders ______
    (f) Balance due on mortgage ______
    (g) Name and addresses of all tenants and monthly rental paid by each tenant ______
14. Does the present value of your personal property, which includes automobiles, furniture, appliances, stocks, bonds, and cash on hand exceed $1,000? Yes [ ] No [ ] If the answer is "yes", you must itemize all personal property owned by you. Cash on Hand: $ ______
    Other personal property: (Set forth make, model and serial number. If financed, give name and address of party to whom payments are made.)

Item	Date Purchased	Purchase Price	If Financed Balance Still Due	Present Value

15. Do you own a motor vehicle?
    Yes ______ No ______ If yes, state the following for each motor vehicle owned.
    (a) Make, model and year of motor vehicle ______
    (b) If there is a lien on the vehicle, state the name and address of the lienholder and the amount due to the lienholder ______
    (c) License plate # ______
    (d) Vehicle indentification # ______
16. Do you own a business?
    Yes ____ No ____ If yes, state the following:
    (a) Name and address of business ______
    (b) Is the business a corporation ____ Sole Proprietorship ____ Partnership ____ or limited liability company ____ ?
    (c) The name and address of all stockholders, officers, partners or members ______
    (d) The amount of income received by you from the business during the last 12 months ______
17. Set forth all other judgments that you are aware of that have been entered against you and include:

Creditor's Name	Creditor's Attorney	Amount Due	Name of Court	Docket #

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: ______   ______ Signature

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

COURT TELEPHONE NO. (973) 693-5529
COURT HOURS 8:30 AM - 4:30 PM

TRACK ASSIGNMENT NOTICE

DATE: JULY 25, 2016
RE: ZEMEL VS CORE LOGIC SAFE RENT
DOCKET: ESX L -005073 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON FRANK COVELLO

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003 AT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: AARON RUBIN
NEUHAUSER RUBIN & MENDLOWITZ L
1306 RIVER AVENUE
SUITE 11
LAKEWOOD NJ 08701

JUMJB3

EXHIBIT B

P183939A

ZEMEL LAW LLC

DANIEL ZEMEL, ESQ.

MAIN OFFICE
70 CLINTON AVENUE. SUITE 3
NEWARK, NEW JERSEY 07114

August 24, 2016

VIA MAIL:

Superior Court of New Jersey
Bergen County Law Division
Filing Clerk
10 Main St. Room 115
Hackensack, NJ 07601

Docket No.: **L-005442-16**
Case: **Rosa et al. v. Pressler & Pressler LLP and New Jersey Century Financial Services Inc.**

Dear Filing Clerk,

Please file the attached First Amended Complaint in this matter and return a stamped copy in the attached envelope.

Very truly yours,

Daniel Zemel, Esq.

CC: Pressler & Pressler LLP (via certified mail)
New Jersey Century Financial Services Inc. (via certified mail)

Daniel Zemel ID# 111402014
Zemel Law LLC
70 Clinton Ave. Suite 3
Newark, NJ 07114
T:862-227-3106
Attorneys for Plaintiff

Fred M. Zemel ID# 037161986
The Zemel Law Firm
70 Clinton Ave.
Newark, NJ 07114
T:973-622-5297
Attorneys for Plaintiff

CLARA G. ROSA, Individually, and on behalf of all other similarly situated persons, Plaintiff, vs. PRESSLER & PRESSLER, LLP. and NEW CENTURY FINANCIAL SERVICES, INC. Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY Case No.: L-005442-16 Civil Action FIRST AMENDED COMPLAINT

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1. This is an action for damages arising from Defendants violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

JURSIDICTION AND VENUE

2. Plaintiff is domiciled in Bergen County. Further, the cause of action arose from letters received in Bergen County. As such, this Court has jurisdiction and venue over this action pursuant to R. 6:1-3.

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19. Pressler's letter containing the information subpoena constituted a "communication" as defined by FDCPA § 1692a(2).

20. Pressler's letter containing the information subpoena conveyed information regarding the alleged debt directly or indirectly to Rosa.

21. The information subpoena did not contain the Mini Miranda language: "This is an attempt to collect and any information obtained will be used for that purpose," as required by the FDCPA.

22. In the alternative, this was not the first communication between Pressler and Rosa. However, the information subpoena did not inform Rosa that the communication is from a debt collector, as required by the FDCPA.

23. Upon information and belief, the subpoena sent to Rosa is the same subpoena which Pressler sends to all consumers in attempt to collect a debt after Pressler has received a judgment for its clients.

24. Rosa has suffered a concrete and particularized injury in that Pressler has violated a clearly established right established by the FDCPA for the consumer to be made aware that the letter is an attempt to collect a debt. As a debt collector, Congress has specifically placed a responsibility upon all debt collectors to inform the consumer that the communication is from a debt collector in attempt to collect a debt. As enunciated in *Spokeo*, "Congress has the power to define injuries and articulate chains of causation that will give rise to a case or controversy where none existed before." *Spokeo Inc. v. Robin*, 136 S. Ct. 1540, 1549 (May 16, 2016) (*quoting Lujan v. Defenders of Wildlife*, 504 U.S. 555, 578 (1992)). Thus, the violation of Rosa's rights presents an injury-in-fact.

25. The principles of NCFS and Pressler are brothers. Upon information and belief, the two corporations work together hand in hand to secure and collect on debt. Upon information and belief, Pressler, as the law firm of the relationship, is directly controlled by NCFS, the debt owner of the relationship. Upon information and belief, as a "client" of Pressler, NCFS has the right to

control Pressler in its collection attempts. Further, from the relationship of the two, it is clear that Pressler consents to act on behalf of NCFS, to accomplish the goal of collecting debt. Therefore, vicarious liability applies to NCFS for the actions of Pressler.

26. Under the Truth in Consumer Contract Warranty and Notice Act ("TCCWNA"), no creditor or bailee is allowed to place a written notice or sign which violates the rights of any consumer or the responsibilities of any creditor or bailee, or any federal law.

27. Pressler is a bailee in that it is temporarily holding the debt on behalf of NCFS to conduct collection efforts. By violating the FDCPA in a notice or sign to Rosa, Pressler has violated the TCCWNA.

28. NCFS is the creditor, and through the actions of its agent, it has violated the FDCPA, and therefore it has also violated the TCCWNA

CLASS ACTION ALLEGATIONS

The Class

29. Plaintiff brings this as a class action pursuant to New Jersey Court Rule 4:32 on behalf of herself and all others similarly situated who have received similar debt collection communications from Pressler, which, as alleged herein, are in violation of the FDCPA and TCCWNA.

30. The class is defined as follows:

> **All consumers that have received the same or substantially similar communications from from Pressler, concerning debts used primarily for personal, household, or family purposes within six years prior to filing of this complaint which fail to provide the language required by the FDCPA.**

31. Excluded from the Class is Pressler herein, and any person, firm, trust, corporation, or other entity related to or affiliated with the defendant, including, without limitation, persons who are officers, directors, employees, associates or partners of Pressler.

Numerosity

32. Upon information and belief, Pressler has sent hundreds if not thousands of similar communications to consumer debtors throughout the United States, each of which violates the FDCPA and the TCCWNA. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

33. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's records.

Common Questions of Law and Fact

34. There are questions of law and fact common to the class that predominates over any questions affecting only individual Class members. These common questions of law and fact include, without limitation: (i) Whether Defendant violated the FDCPA and TCCWNA; (ii) Whether Plaintiff and the Class have been injured by Defendant's conduct; (iii) Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing and, if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; (iv) Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief; and, (v) Whether Defendant's conduct was willful.

Typicality

35. Plaintiff's claims are typical of the claims of the Class, and Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.

Protecting the Interests of the Class Members

36. Plaintiff will fairly and adequately represent the Class members' interests, in that the Plaintiff's counsel is experienced and, further, anticipates no impediments in the pursuit and maintenance of the class action as sought herein.

Proceeding Via Class Action is Superior and Advisable

37. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted.

38. The members of the Class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action.

39. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties.

40. A class action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

41. Absent a class action, the Class members will continue to suffer losses borne from Defendants breaches of Class members' statutorily protected rights as well as monetary damages, thus allowing and enabling: (a) Defendants conduct to proceed and; (b) Defendants to further enjoy the benefit of its ill-gotten gains.

42. Defendants have acted, and will act, on grounds generally applicable to the entire Class, thereby making appropriate a final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692 *et seq*

BY PRESSLER AND NCFS

43. Plaintiff repeats, realleges, and reincorporates the allegations contained in the paragraphs above and incorporates them as if set forth specifically herein.

44. Pressler's failure to provide the required disclosures violates the below provisions of the FDCPA.

45. Section 1692e provides:

> **§ 1692e. False or misleading representations**
>
> **(11) The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector, except that this paragraph shall not apply to a formal pleading made in connection with a legal action.**

46. Section 1692f provides:

> **§ 1692f. Unfair Practices**
>
> **A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.**

47. NCFS is the principle of Pressler and it is therefore vicariously liable for Pressler's actions.

COUNT II
VIOLATION OF TRUTH IN CONSUMER CONTRACT, WARRANTY AND NOTICE ACT N.J.S.A. 56:12-15
BY PRESSLER AND NCFS

48. Plaintiff repeats, realleges, and reincorporates the allegations contained in the paragraphs above and incorporates them as if set forth specifically herein.

49. N.J.S.A. 56:12-15 states:

> No seller, lessor, creditor, lender or bailee shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign after the effective date of this act which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.

50. Pressler is a bailee.

51. Pressler provided Plaintiff with a written notice or sign by sending its communication to Plaintiff.

52. By failing to place required provisions within said notice or sign, Pressler violated the FDCPA.

53. NCFS is the creditor of Rosa's debt. Through the acts of its agent, Rosa's FDCPA rights were violated. Therefore, NCFS is vicariously liable for Pressler's violations.

54. Plaintiff has been damaged and is entitled to relief.

WHEREFORE, Plaintiff, Clara G. Rosa, respectfully requests that this Court do the following for the benefit of Plaintiff:

a. Enter an Order declaring Defendants actions, as described above, in violation of the FDCPA and TCCWNA;

b. Appoint Plaintiff as the Class Representative, and appoint Plaintiff's Counsel as Lead Counsel for the Class;

c. Enter a judgment against Defendants for statutory damages, pursuant to 15 U.S.C. § 1692k and N.J.S.A. 56:12-17;

d. Award costs and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1692k and N.J.S.A. 56:12-17; and

e. Grant such other and further relief as may be just and proper.

Dated: August 24, 2016
Newark, New Jersey

JURY DEMAND

Plaintiff's do hereby pray and demand that this Court allow and permit a Jury Trial as to all legal and factual issues giving rise to the within complaint.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Daniel Zemel and Fred M. Zemel Esq., as Trial Counsel pursuant to Rule 4:25-4.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

CERTIFICATION PURSUANT TO R.4:5-1

The undersigned certifies that the matter in controversy is not the subject matter of any other action, and not the subject matter of any pending or anticipated arbitration proceeding, and that to the best of my knowledge all known parties have been joined as party litigants.

Additionally, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this certification.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

CERTIFICATION PURSUANT TO R.1:38-7

I Certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R.1:38-7(a).

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to Rule 4:1-2 (b), demand is made that Defendant, disclose to Plaintiff's attorney, whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all judgment which may be entered in this action or indemnify or reimburse for payment made to satisfy the judgment and provide Plaintiff's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover only primary coverage, but also any and all excess, catastrophe and umbrella policies.

Daniel Zemel, Esq.
ATTORNEY FOR PLAINTIFFS

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